

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

JOSEPH AMICI

(b) County of Residence of First Listed Plaintiff

(c) Attorney's (Firm Name, Address, Telephone Number and Email Address)

Craig Thor Kimmel, Esquire  
Kimmel & Silverman, P.C.  
30 E. Butler Pike  
Ambler, PA 19002  
(215) 540-8888

**DEFENDANTS**

NCO FINANCIAL SYSTEMS, INC.

County of Residence of First Listed Defendant

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION**

(Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES**

(Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT**

(Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 870 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**ORIGIN**

(Place an "X" in One Box Only)

- ☒ Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. SECTION 1692

**VI. CAUSE OF ACTION**Brief description of cause:  
Fair Debt Collection Practices Act**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S)**

(See instructions):

JUDGE

DOCKET NUMBER

Explanation:

DATE

SEP 26 2011

SIGNATURE OF ATTORNEY OF RECORD

**FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.**

Address of Plaintiff: P.O. Box 954, Hammonton, NJ 08037 **11 6049**  
 Address of Defendant: 507 Prudential Road, Horsham, PA 19044  
 Place of Accident, Incident or Transaction: \_\_\_\_\_  
 (Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐

No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐

No ☒

RELATED CASE, IF ANY:

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations

7. ☐ Civil Rights

8. ☐ Habeas Corpus

9. ☐ Securities Act(s) Cases

10. ☐ Social Security Review Cases

11. ☒ All other Federal Question Cases

(Please specify)

15 U.S.C §1692

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases

(Please specify)

### ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Craig Thor Kimmel, counsel of record do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: 9-26-11

Craig Thor Kimmel  
Attorney-at-Law

57100  
Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

SEP 26 2011

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 9-26-11

Craig Thor Kimmel  
Attorney-at-Law

57100  
Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Joseph AMICI

v.

NCO Financial Systems, Inc.

CIVIL ACTION

**11 6049**

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ☒ (X)
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

9-26-11

Date

215-540-8888

Telephone

Craig Ther Kimmel

Attorney-at-law

877-788-2864

FAX Number

Joseph Amici

Attorney for

Kimmel@creditlaw.com

E-Mail Address

ER

FILED

SEP 26 2011

UNITED STATES DISTRICT COURT  
FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

MICHAEL E. KUNZ, Clerk  
By \_\_\_\_\_ Dep. Clerk

JOSEPH AMICI,

Plaintiff

v.

NCO FINANCIAL SYSTEMS, INC.,

Defendant

11 6049

Case No.:

COMPLAINT AND DEMAND FOR  
JURY TRIAL

(Unlawful Debt Collection Practices)

COMPLAINT

JOSEPH AMICI ("Plaintiff"), by his attorneys, KIMMEL & SILVERMAN, P.C., alleges  
the following against NCO FINANCIAL SYSTEMS, INC. ("Defendant"):

INTRODUCTION

1. Plaintiff's Complaint is based on the Fair Debt Collection Practices Act, 15  
U.S.C. § 1692 *et seq.* ("FDCPA").

JURISDICTION AND VENUE

2. Jurisdiction of this court arises pursuant to 15 U.S.C. § 1692k(d), which states  
that such actions may be brought and heard before "any appropriate United States district court  
without regard to the amount in controversy," and 28 U.S.C. § 1331 grants this court original  
jurisdiction of all civil actions arising under the laws of the United States.

3. Defendant conducts business and has an office in the Commonwealth of  
Pennsylvania and therefore, personal jurisdiction is established.

1           4.     Venue is proper pursuant to 28 U.S.C. § 1391(b)(1).

2           5.     Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and 2202.

3  
4                                   **PARTIES**

5           6.     Plaintiff is a natural person residing in Hammonton, New Jersey, 08037.

6           7.     Plaintiff is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3).

7  
8           8.     Defendant is a national debt collection company with corporate headquarters  
9 located at 507 Prudential Road in Horsham, Pennsylvania, 19044.

10          9.     Defendant is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6),  
11 and sought to collect a consumer debt from Plaintiff.

12          10.    Defendant acted through its agents, employees, officers, members, directors,  
13 heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

14  
15                                   **PRELIMINARY STATEMENT**

16          11.    The Fair Debt Collection Practices Act (“FDCPA”) is a comprehensive statute,  
17 which prohibits a catalog of activities in connection with the collection of debts by third parties.  
18 See 15 U.S.C. § 1692 *et seq.* The FDCPA imposes civil liability on any person or entity that  
19 violates its provisions, and establishes general standards of debt collector conduct, defines abuse,  
20 and provides for specific consumer rights. 15 U.S.C. § 1692k. The operative provisions of the  
21 FDCPA declare certain rights to be provided to or claimed by debtors, forbid deceitful and  
22 misleading practices, prohibit harassing and abusive tactics, and proscribe unfair or  
23 unconscionable conduct, both generally and in a specific list of disapproved practices.  
24  
25

1           12. In particular, the FDCPA broadly enumerates several practices considered  
2 contrary to its stated purpose, and forbids debt collectors from taking such action. The  
3 substantive heart of the FDCPA lies in three broad prohibitions. First, a “debt collector may not  
4 engage in any conduct the natural consequence of which is to harass, oppress, or abuse any  
5 person in connection with the collection of a debt.” 15 U.S.C. § 1692d. Second, a “debt  
6 collector may not use any false, deceptive, or misleading representation or means in connection  
7 with the collection of any debt.” 15 U.S.C. § 1692e. And third, a “debt collector may not use  
8 unfair or unconscionable means to collect or attempt to collect any debt.” 15 U.S.C. § 1692f.  
9 The FDCPA is designed to protect consumers from unscrupulous collectors, whether or not there  
10 exists a valid debt, broadly prohibits unfair or unconscionable collection methods, conduct which  
11 harasses, oppresses or abuses any debtor, and any false, deceptive or misleading statements in  
12 connection with the collection of a debt.  
13

14           13. In enacting the FDCPA, the United States Congress found that “[t]here is  
15 abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many  
16 debt collectors,” which “contribute to the number of personal bankruptcies, to marital instability,  
17 to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. § 1692a. Congress  
18 additionally found existing laws and procedures for redressing debt collection injuries to be  
19 inadequate to protect consumers. 15 U.S.C. § 1692b.  
20

21           14. Congress enacted the FDCPA to regulate the collection of consumer debts by debt  
22 collectors. The express purposes of the FDCPA are to “eliminate abusive debt collection  
23 practices by debt collectors, to insure that debt collectors who refrain from using abusive debt  
24 collection practices are not competitively disadvantaged, and to promote consistent State action  
25 to protect consumers against debt collection abuses.” 15 U.S.C. § 1692e.

**FACTUAL ALLEGATIONS**

15. At all relevant times, Defendant was attempting to collect an alleged consumer debt from Plaintiff.

16. The alleged debt at issue arose out of transactions, which were primarily for personal, family, or household purposes.

17. Plaintiff had a credit card account with the Army & Air Force Exchange Service (“AAFES”).

18. On or around January 6, 2011, AAFES sent a letter to Plaintiff regarding an alleged past due debt of \$5,790.68. See Exhibit A, the January 6, 2011, letter, from AAFES.

19. AAFES informed Plaintiff that if he did not pay the alleged debt or take action within sixty (60) days that the debt may be assigned to a contracted private collection agency. See Exhibit A.

20. If the debt was assigned to a private collection agency, AAFES stated that “an additional collection fee of 25%, plus a Debt Management Service (DMS) fee of 3%,” would be added. See Exhibit A.

21. Upon receiving the letter from AAFES, on February 14, 2011, and February 19, 2011, Plaintiff sent correspondence to AAFES requesting validation of the alleged debt, including a breakdown of the charges, payments, interest and late fees on the account.

22. Thereafter, on or about March 15, 2011, AAFES sent Plaintiff correspondence, providing him a billing statement showing the amount of the alleged debt as \$5,790.68, although Defendant claimed Plaintiff owed \$5,941.39. See Exhibit B, the March 15, 2011, letter, from AAFES.

23. Additionally, Plaintiff learned that his account had been placed with Defendant

1 for collection.

2 24. Thereafter, Plaintiff contacted Defendant and was informed that Defendant was  
3 adding an additional \$1,700.00 in collection fees to Plaintiff's alleged debt, now making the  
4 amount of the alleged debt more than \$7,600.00.

5 25. Plaintiff disputed that amount of the alleged debt and requested verification of the  
6 alleged debt, including a breakdown of the charges, payments, interest and late fees on the  
7 account.

8 26. Defendant informed Plaintiff that he was not entitled to any itemized breakdown  
9 and that he should speak with AAFES to validate the alleged debt.  
10

11 27. Then, on or about April 6, 2011, Defendant sent Plaintiff a letter responding to his  
12 "inquiry" regarding the account with AAFES and attached an unsigned credit program  
13 application, two billing statements, and a Notice of Intent to Offset to Collect Delinquent debt,  
14 none of which included an itemized breakdown of charges on the account. See Exhibit C,  
15 Defendant's April 6, 2011, letter.

16 28. Defendant claimed that the alleged debt was now \$7,629.66, but provided no  
17 explanation of how it arrived at that balance. See Exhibit C.

18 29. Upon information and belief, Defendant sought to collect more than 28% in  
19 collection fees from Plaintiff.  
20

21 30. Then, on May 2, 2011, AAFES sent a letter to Plaintiff advising that the amount  
22 of the alleged debt was \$6,109.73. See Exhibit D, the May 2, 2011, letter, from AAFES.

23 31. Upon information and belief, Defendant sought to collect an amount which  
24 Plaintiff did not owe.

25 32. Further, Defendant sought to collect an amount more than the agreement creating



1 the alleged debt.

2 33. Upon information and belief, Defendant was trying to coerce Plaintiff into paying  
3 additional fees in connection with the collection of the alleged debt that were not expressly  
4 authorized through the initial agreement.

5 34. Defendant intended to harass, confuse and deceive Plaintiff to secure his  
6 cooperation by any means necessary.

### 7 CONSTRUCTION OF APPLICABLE LAW

8 35. The FDCPA is a strict liability statute. Taylor v. Perrin, Landry, deLaunay &  
9 Durand, 103 F.3d 1232 (5th Cir. 1997). “Because the Act imposes strict liability, a consumer  
10 need not show intentional conduct by the debt collector to be entitled to damages.” Russell v.  
11 Equifax A.R.S., 74 F. 3d 30 (2d Cir. 1996); see also Gearing v. Check Brokerage Corp., 233  
12 F.3d 469 (7th Cir. 2000) (holding unintentional misrepresentation of debt collector’s legal status  
13 violated FDCPA); Clomon v. Jackson, 988 F. 2d 1314 (2d Cir. 1993).

14 36. The FDCPA is a remedial statute, and therefore must be construed liberally in  
15 favor of the debtor. Sprinkle v. SB&C Ltd., 472 F. Supp. 2d 1235 (W.D. Wash. 2006). The  
16 remedial nature of the FDCPA requires that courts interpret it liberally. Clark v. Capital Credit  
17 & Collection Services, Inc., 460 F. 3d 1162 (9th Cir. 2006). “Because the FDCPA, like the  
18 Truth in Lending Act (TILA) 15 U.S.C §1601 *et seq.*, is a remedial statute, it should be  
19 construed liberally in favor of the consumer.” Johnson v. Riddle, 305 F. 3d 1107 (10th Cir.  
20 2002).

21 37. The FDCPA is to be interpreted in accordance with the “least sophisticated”  
22 consumer standard. See Jeter v. Credit Bureau, Inc., 760 F.2d 1168 (11th Cir. 1985); Graziano  
23 v. Harrison, 950 F. 2d 107 (3<sup>rd</sup> Cir. 1991); Swanson v. Southern Oregon Credit Service, Inc.,

869 F.2d 1222 (9th Cir. 1988). The FDCPA was not “made for the protection of experts, but for the public - that vast multitude which includes the ignorant, the unthinking, and the credulous, and the fact that a false statement may be obviously false to those who are trained and experienced does not change its character, nor take away its power to deceive others less experienced.” Id. The least sophisticated consumer standard serves a dual purpose in that it ensures protection of all consumers, even naive and trusting, against deceptive collection practices, and protects collectors against liability for bizarre or idiosyncratic interpretations of collection notices. Clomon, 988 F. 2d at 1318.

**COUNT I**  
**DEFENDANT VIOLATED THE**  
**FAIR DEBT COLLECTION PRACTICES ACT**

38. In its actions to collect a disputed debt, Defendant violated the FDCPA in one or more of the following ways:

- a. Defendant violated the FDCPA generally;
  - b. Defendant violated §1692e of the FDCPA by using false, deceptive, or misleading representations or means in connection with the collection of a debt;
  - c. Defendant violated §1692e(2) of the FDCPA by falsely representing the character, amount, or legal status of any debt;
  - d. Defendant violated §1692f of the FDCPA by using unfair and unconscionable means with Plaintiff to collect or attempt to collect a debt;
  - e. Defendant violated §1692f(1) of the FDCPA by collecting any added fees, charges and expenses not expressly authorized by an agreement with Plaintiff;
- and

- f. Defendant acted in an otherwise deceptive, unfair and unconscionable manner and failed to comply with the FDCPA.

WHEREFORE, Plaintiff, JOSEPH AMICI, respectfully prays for a judgment as follows:

- a. All actual compensatory damages suffered pursuant to 15 U.S.C. § 1692k(a)(1);
- b. Statutory damages of \$1,000.00 for the violation of the FDCPA pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- c. All reasonable attorneys' fees, witness fees, court costs and other litigation costs incurred by Plaintiff pursuant to 15 U.S.C. § 1693k(a)(3); and
- d. Any other relief deemed appropriate by this Honorable Court.

**DEMAND FOR JURY TRIAL**

PLEASE TAKE NOTICE that Plaintiff, JOSEPH AMICI, demands a jury trial in this case.

RESPECTFULLY SUBMITTED,

DATED:

KIMMEL & SILVERMAN, P.C.

By:

CTK 3654  
Craig Thor Kimmel  
Attorney ID # 57100  
Kimmel & Silverman, P.C.  
30 E. Butler Pike  
Ambler, PA 19002  
Phone: (215) 540-8888  
Fax: (877) 788-2864  
Email: [kimmel@creditlaw.com](mailto:kimmel@creditlaw.com)



**MILITARY  
STAR®**

**Statement of Account**

**Account Summary**

Previous Balance	\$5,705.66
Finance Charges	\$85.99
Adjustments	\$0.00
Miscellaneous	\$0.00
Payments	-\$0.97
<b>New Balance</b>	<b>\$5,790.68</b>
<b>Current Due</b>	<b>\$5,790.68</b>

**Payment Due NOW**

Billing Date 05 January 2011  
Account # 0583  
Days in Cycle 31

**BALANCE IS DUE IMMEDIATELY!**

**Contact Information**

For questions concerning your account call: Toll Free number 1-800-654-4074.

Written correspondence address:

Army Air Force Exchange Service  
ATTN: FA-T/C  
P.O. Box 660056  
Dallas, TX 75266-0056  
Fax: (214) 465-2261  
E-mail: collections@aafes.com

Include your full name and last four digits of your Social Security number.

For a CACS location near you please see "Important Notices" for online information.

**Your account has been transferred to our Collections Department. The balance is due in full. This has impacted your account privileges. See Important Notices section for details.**

Keep Top Portion for your records - Send Bottom with Payment - Address changes on back of coupon

**BALANCE IS DUE  
IMMEDIATELY!**

Account # 0583  
New Balance \$5,790.68  
Total Due \$5,790.68  
**Balance Due NOW**

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF THE BALANCE DUE TO THE CREDITORS OF THE DEBTOR.

JOSEPH M AMICI

Please make payment to:  
Army Air Force Exchange Service  
Please include the last four digits of your Social Security Number

Army & Air Force Exchange Services  
ATTN: FA-T/C  
P.O. Box 650038  
Dallas, TX 75265-0038

006019441200700583700009331500

ALL-STATE LEGAL®  
**PLAINTIFF'S  
EXHIBIT**  
**A**

**REQUIRED NOTIFICATION:** Before we submit your debt to the U.S. Treasury, we are required to tell you under the provision of 31 U.S.C. §3711(e)(1) that:

1. You may inspect and copy records related to your debt by sending a written request to us. No on-site inspection is available. We will send you those records that we reasonably believe describe the basis of your debt. Should you request records in addition to those we provide, we will handle your request under the Freedom of Information Act (FOIA) and Privacy Act and there may be a charge as permitted by law and regulation.
2. You may ask for a review of our determination of the debt by sending a written request to us. This review is limited to whether your debt is valid based upon information available to us. It does not include your disagreement with the legal authority to collect this debt or whether you have the ability to pay the debt.
3. You may enter into a written repayment agreement acceptable to us. See Response to Debt Notice on page 3.

**TO AVOID YOUR DEBT TO BEING REFERRED FOR COLLECTION AS DESCRIBED ABOVE,** you must do one of the following within **60 CALENDAR DAYS FROM THE DATE OF THIS LETTER:**

- \* **REPAY YOUR ENTIRE DEBT:** To repay your debt, send a check or money order, payable to the Army and Air Force Exchange Service, for the full amount that you owe to the address on the Response to Debt Notice on page 3.
- \* **AGREE TO A REPAYMENT PLAN:** If you are unable to pay your debt in full, you must sign and return the attached Response to Debt Notice agreeing to a repayment plan acceptable to AAFES and make payments required in the repayment plan. Interest and penalties will continue to accrue on your debt until it is paid in full. Please contact AAFES at 1-800-654-4074 or (214) 312-6014 or by fax at (214) 312-6504 if you have any questions.
- \* **REQUEST A REVIEW:** If you believe that all or part of the debt is not past due or legally enforceable, you must send evidence to support your position to the address listed below. We will inform you in writing of our decision about your debt. Our determination is final unless your debt is subject to a collection procedure entitling you to a hearing. You will be notified separately if a hearing is available to you.

**BANKRUPTCY:** If you have filed for bankruptcy, you must notify us immediately by sending a copy of the bankruptcy petition and a list of creditors to the address listed below. You may also fax this information to the following number: (214) 312-4033.

**FALSE STATEMENTS:** If you make or provide knowingly false or frivolous statements, representations, or evidence, you may be liable for penalties under the False Claims Act (31 U.S.C. §§ 3729-3731), or other applicable statutes and/or criminal penalties under 18 U.S.C. §§ 286, 287, 1001, and 1002, or other applicable statutes.

**REFUNDS:** Unless prohibited by law or contract, we will promptly refund to you any amounts paid by you or deducted from your payment for your debt which are later waived or found not owed to the United States.

**IF YOU FILE A JOINT INCOME TAX RETURN:** You should obtain Form 8379, Injured Spouse Claim and Allocation, before filing your return. The instructions will explain the steps your spouse may take to obtain his or her share of your joint income tax refund.

**FORM 1099-C:** If all or part of your debt is closed out by us at any point, the amount of that debt may be treated as income to you and we will submit FORM 1099-C to the IRS.

**IF YOU ARE OR BECOME A FEDERAL EMPLOYEE:** You will be identified as owing a debt to the United States and may be subject to CSO if your debt is submitted to Cross Servicing. You will receive a separate notice concerning pending salary offset, including your right to a hearing if this occurs.

If you have any questions about this letter or your rights, you should contact AAFES immediately at (214) 312-6014 or fax (214) 312-6504. The toll free number is: 1-800-654-4074 (USA). Internet ID is: [collections@aafes.com](mailto:collections@aafes.com). Hours of operation are Monday through Friday from 0730 to 1700 Central Standard time.

Please send any inquiries along with copies of supporting documents to:

Army and Air Force Exchange Service  
Attn: FA-T/R-CA  
P.O. Box 660056  
Dallas, TX 75266-0056

Questions concerning bankruptcy only should be directed to (214) 312-6069, toll free 1-800-381-9883 (USA) or [GCBankruptcy@aafes.com](mailto:GCBankruptcy@aafes.com).

If you have filed for bankruptcy, please send inquiries along with copies of supporting documents to:

Army and Air Force Exchange Service  
Attn: GC-G&R  
P.O. Box 650062  
Dallas, TX 75265-9505

Sincerely,

Army and Air Force Exchange Service  
Collection Department

RESPONSE TO DEBT NOTICE

JOSEPH M AMICI

08037

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Please make any address corrections above

Account Number: \*

Past-due debt owed to AAFES: \$ 5,790.68 Minimum acceptable monthly installment payment: \$ 482.55

Note: The minimum monthly payment amount does not reflect any future interest, penalty APR or penalty fees we may add to your account. If you have already defaulted on a prior payment plan, the full amount is due. The minimum acceptable monthly installment payment shown will be accepted but the account will be submitted to TOP.

Please complete the applicable sections of this form and submit it along with any payment to:

Army & Air Force Exchange Service  
Attn: FA-T/R-CA  
P.O. Box 650038  
Dallas, TX 75265-0038

Amount of payment enclosed: \$ \_\_\_\_\_

If you are submitting a partial payment, I agree to make regular monthly payments in the minimum amount shown above until the debt is paid in full, and I am aware that interest and penalties will be assessed monthly on the remaining balance. I also understand that if I default on this or any prior payment plan, the full amount will be due and the account will be submitted for TOP offset.

Please provide a daytime telephone number (including area code) so that we can contact you about the information you have provided:  
( ) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\* Signature Required on Partial Payments.

**Notice to Customers Making Payment by Check**

**Authorization to Convert Your Check:** If you provide us a check to make your payment, your check will be converted into an electronic fund transfer. "Electronic fund transfer" is the term used to refer to the process in which we electronically instruct your financial institution to transfer funds from your account to our account, rather than processing your check. By providing your completed, signed check to us, you authorize us to copy your check and to use the account information from your check to make an electronic fund transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

**Insufficient Funds:** The electronic fund transfer from your account will usually occur within 24 hours, which is faster than a check is normally processed. Therefore, make sure there are sufficient funds available in your checking account when you send us your check. If the electronic fund transfer cannot be completed because of insufficient funds, we may try to make the transfer up to two additional times [and we will charge you a one-time fee of \$25.00, which we will also collect by electronic fund transfer].

**Transaction Information:** The electronic fund transfer from your account will be on the account statement you receive from your financial institution. However, the transfer may be in a different place on your statement than the place where your checks normally appear. For example, it may appear under "other withdrawals" or "other transactions." You will not receive your original check back from your financial institution. For security reasons, we will destroy your original check, but we will keep a copy of the check for record keeping purposes.

**Your Rights :** You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your account statement was not properly authorized or is otherwise incorrect. Consumers have protections under a Federal law called the Electronic Fund Transfer Act for an unauthorized or incorrect electronic fund transfer.

**Privacy Act – A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at <http://www.pcc.gov>. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.**



## EXCHANGE

Army & Air Force Exchange Service  
ATTN: FA-T/E  
P.O. Box 660056  
Dallas, TX 75266-0056  
(214) 312-6014  
Toll Free: 1-800-654-4074

March 15, 2011

JOSEPH M AMICI

54

Dear Mr. Mamici:

This letter is in response to your request for Proof-of-Debt and/or other documentation regarding your **Military Star Card** debt in the Collections Department of the Army and Air Force Exchange Service (AAFES). Enclosed are the following documents:

1. Application
2. Statement indicating your last purchase
3. Statement indicating your last payment
4. Statement indicating your balance before your account was moved to collection status
5. Our collection "Notice of Intent to Offset" letter

When mailing your payment, please include your full name and last four digits of your Social Security Number (SSN) to ensure your payment is posted in a timely manner. Our payment mailing address is:

Army & Air Force Exchange Service  
Attn: FA-F/C  
P.O. Box 650038  
Dallas, Texas 75265-0038

Your current balance due, including administration fees, is \$ 5,941.39 through today. If you have any questions regarding your debt, you may contact us at the numbers listed above, send an email to [collections@AAFES.com](mailto:collections@AAFES.com), or send a fax to 214-465-2261.

Sincerely,

Sandra Bedison  
Collections Manager  
AAFES Collections





NCO Financial System, Inc.  
5626 Frantz Road  
Dublin, OH 43017  
PH #: 800-824-9392

191381214 M 5856 GOVA  
April 6, 2011

JOSEPH M AMICI

RE: ARMY & AIR FORCE EXCHANGE SVC  
Our Account#: 24327541  
Creditor's Account#: 191381214 M  
Current Balance Due: \$ 7629.66

JOSEPH MAMICI:

In response to your inquiry regarding the above-referenced account, enclosed please find the materials we received that correspond to the above-referenced account.

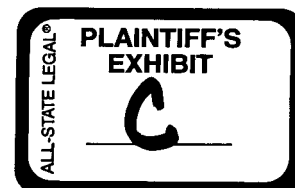
Please contact our office if you have any further questions or concerns. You can reach us directly at 800-824-9392.

Sincerely,

NCO Financial Systems, Inc.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector. Calls to or from this company may be monitored or recorded for quality assurance. All check payments received grant us the right to process the check electronically. Also, your returned check may be collected electronically if it is returned for insufficient or uncollected funds.  
Office hours: Monday through Thursday 8:00 am to 9:00 pm, Friday 8:00 am to 5:00pm, Saturday 8:00 am to 12:00 pm.

Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by federal and/or state law.





# CREDIT PROGRAM APPLICATION

Please complete this application in its entirety to ensure timely processing of your "Military Star™" card.  
Information about sponsor:

## Type of Plan

- ☒ Retail  
☒ Military Clothing (Army, Air Force, Marine Corps Only)

## APPLICANT INFORMATION

### Application Date:

Branch of Service

Status Code

B

R

Name Joseph M. Amici

SSN

Pay Grade

(MM/DD/YYYY)

Home Phone

Work Phone

ETS/EAOS Date

### Mailing Address

Address

Line 1

Address

Line 2

State

Zip

Gender ☒ M ☐ F

Birthdate

No. of  
Dependents <sup>1</sup>

Email

Address

If email is provided it will allow us to notify you of special promotions or offers. We do not sell or rent our customers' information to any outside company or organization.

## FINANCIAL INFORMATION

Checking  
Bank Name

Savings  
Bank Name Commerce

Monthly  
Salary

Other  
Monthly  
Income

MILITARY  
STAR®

Billing Date	05 September 201
Account #	0070
Days in Cycle	3
Credit Limits:	
Retail Credit Limit	\$7,750.0
Retail Available Credit	\$2,115.7

Military Clothing Credit Limit	\$500.00
Military Clothing Available Credit	\$500.00

New Balance	\$5,634.22
Payment Past Due	. \$252.03
Current Minimum Due	\$157.00
<b>Total Minimum Payment Due</b>	<b>\$409.03</b>
<b>Payment Due Date</b>	<b>05 October 2010</b>

For questions concerning your account, or if you would like information about credit counseling services, call Toll Free 1-877-891-7827 for 24/ account access visit us online at [www.aafes.com](http://www.aafes.com).

For a CCCS location near you please see  
**"Important Notices"** for online information.

To chat online, view, manage and pay your account, online, click on "ECP Exchange Credit Program" and login using your MILITARY STAR® account number.

**For Example:**

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
*Calculated Minimum Payment Due	4 Year(s)	\$6,908.00
\$182.44	3 Years	\$6,567.69 ( Savings = \$340.31 )

**Your account is past due 2 payments.**

This has impacted your account privileges. Please see **Important Notices** section details. To bring your account up to date & restore your privileges, please call us to discuss your options.

**Keep Top Portion for your records - Send Bottom with Payment - Address changes on back of coupon**

Account #	00701
New Balance	\$5,634.11
Total Minimum Payment Due	\$409.11
Payment Due Date	05 October 2011

**THE UNIVERSITY OF CHICAGO**

Payment amount \_\_\_\_\_  
Please make payment to:  
**Exchange Credit Program**  
Payments in excess of the minimum amount w  
applied to interest-bearing plans first.

AAFES  
P.O.BOX 78731  
PHOENIX, AZ 85062-8731

006019441200700583700004090300

MILITARY  
STAR®

05 January 20  
0070 (

**BALANCE IS DUE IMMEDIATELY!**

### Contact Information

Previous Balance		\$5,705.66
Finance Charges	<i>last purchase</i>	\$85.99
Adjustments		\$0.00
Miscellaneous		\$0.00
Payments		-\$0.97
<b>New Balance</b>		<b>\$5,790.68</b>
<b>Current Due</b>		<b>\$5,790.68</b>

Army Air Force Exchange Service  
ATTN: FA-T/C  
P.O. Box 660056  
Dallas, TX 75266-0056  
Fax: (214) 465-2261  
E-mail: [collections@aafes.com](mailto:collections@aafes.com)

For a CCCS location near you please see  
**"Important Notices"** for online information.

**Your account has been transferred  
to our Collections Department. The  
balance is due in full. This has  
impacted your account privileges.  
See Important Notices section for  
details.**

**Keep Top Portion for your records - Send Bottom with Payment - Address changes on back of coupon**

Account #	0070
New Balance	\$5,790.
Total Due	\$5,790.
<b>Balance Due NOW</b>	

\*\*\*\*\*

Please make payment to:  
Army Air Force Exchange Service  
**Please include the last four digits of your  
Social Security Number**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

Army & Air Force Exchange Services  
ATTN: FA-T/C  
P.O. Box 650038  
Dallas, TX 75265-0038

006019443200700583700009331500



DEPARTMENTS OF THE ARMY & AIR FORCE  
Headquarters Army & Air Force Exchange Service  
Dallas, Texas 75266-0202



FA-T/R-CA

06 JAN 11

JOSEPH M AMICI

08037

### NOTICE OF INTENT TO OFFSET TO COLLECT DELINQUENT DEBT

RE: Past due debt owed to the Army and Air Force Exchange Service: \$ 5,790.68

Debt Description:		Delinquent Date	Interest Rate
Military Star	\$ 5,790.68	05 OCT 2010	18.24%
Deferred Payment Plan	\$ .00		
Military Clothing	\$ .00		
Returned Check(s)	\$ .00		
Travel, Salary, Other	\$ .00		
Catalog Sales	\$ .00		
Civil Recovery	\$ .00		
Home Layaway/THT	\$ .00		
Insurance/Prom. Notes	\$ .00		
Rental Agreements	\$ .00		

Army and Air Force Exchange Service (AAFES) records indicate you have an outstanding debt(s). For Military Star, Take it Home Today, or Uniform Clothing Deferred Payment Plan debt, we will charge a variable monthly penalty APR, as applicable by the Terms and Conditions. For all other debt types, we will charge a one-time administrative fee and monthly interest and penalty fees as authorized by laws and regulations. These fees will accrue on your billing date based on the simple interest calculation of your daily principal balance. If you do not pay your debt or agree to the voluntary repayment agreement (refer to page 3) by (08 MAR 2011), we may refer your account to the Treasury Offset Program and/or take other collection action as authorized by law.

AAFES: If you do not pay your debt or take other action described below within 60 days from the date of this letter:

- We may assign your debt to a contracted private collection agency (PCA) and an additional 26% effective yield rate collection fee will be added to your outstanding debt. Your debt may also be submitted for administrative wage garnishment (AWG) by the PCA.
- We may submit your debt for collection to the U.S. Department of Treasury (U.S. Treasury) Cross Servicing Program (Cross Servicing) or the Treasury Offset Program (TOP).
- We may report information about your debt to credit bureaus. Late payments, missed payments, or other defaults on your debt may be reflected in your credit report.

CROSS SERVICING: if your debt is submitted to Cross Servicing, U.S. Treasury may collect your debt by any of the following means:

PRIVATE COLLECTION AGENCY (PCA) : Your debt may be assigned to a PCA contracted by the U. S. Treasury with an additional collection fee of 25%, plus a Debt Management Service (DMS) fee of 3%.

Treasury Offset Program (TOP) (see below)

CENTRALIZED SALARY OFFSET (CSO) or ADMINISTRATIVE WAGE GARNISHMENT (AWG)

Referral to DEPARTMENT OF JUSTICE (DoJ) for litigation

**TREASURY OFFSET PROGRAM (TOP):** If your debt is submitted to the TOP by either AAFES or the U.S. Treasury, the U.S. Treasury will reduce or withhold any of your eligible Federal payments by the amount of your debt. This process, known as "offset," is authorized by the Debt Collection Act of 1982 and the Debt Collection Improvement Act of 1996 as amended. Since AAFES is an instrumentality of the federal government, there is no statute of limitations for collection through the Treasury Offset Program. You may not receive another notice after this one before funds due you from the federal government are offset under TOP.

Federal payments eligible for TOP offset include:

- your federal and state income tax refunds (see additional information below);
- your Federal Salary pay, including military pay (see additional information attached);
- your Federal retirement, including military retirement pay;
- your contractor/vendor payments;
- certain Federal benefit payments, such as Social Security (other than Supplemental Security Income (SSI), Railroad Retirement (other than tier 2) and black Lung (part B) benefits; and
- other Federal payments, including certain loans to you, that are not exempt from offset.

RESPONSE TO DEBT NOTICE

JOSEPH M AMICI

08037

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Please make any address corrections above

Account Number:

Past-due debt owed to AAFES: \$ 5,790.68 Minimum acceptable monthly installment payment: \$ 482.55

Note: The minimum monthly payment amount does not reflect any future interest, penalty APR or penalty fees we may add to your account. If you have already defaulted on a prior payment plan, the full amount is due. The minimum acceptable monthly installment payment shown will be accepted but the account will be submitted to TOP.

Please complete the applicable sections of this form and submit it along with any payment to:

Army & Air Force Exchange Service  
Attn: FA-T/R-CA  
P.O. Box 650038  
Dallas, TX 75265-0038

Amount of payment enclosed: \$ \_\_\_\_\_

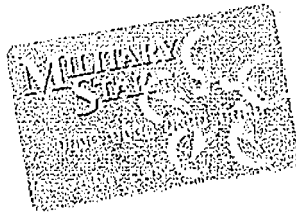
If you are submitting a partial payment, I agree to make regular monthly payments in the minimum amount shown above until the debt is paid in full, and I am aware that interest and penalties will be assessed monthly on the remaining balance. I also understand that if I default on this or any prior payment plan, the full amount will be due and the account will be submitted for TOP offset.

Please provide a daytime telephone number (including area code) so that we can contact you about the information you have provided:

( ) \_\_\_\_\_

Signature \* \_\_\_\_\_ Date \_\_\_\_\_

\* Signature Required on Partial Payments.



# MILITARY STAR®

## Statement of Account

### Account Summary

Previous Balance	<i>debt transferred to</i> \$5,790.68
Purchases	<i>Collections</i> \$0.00
Finance Charges	\$0.00
Adjustments	\$0.00
Miscellaneous	\$0.00
Payments	\$0.00
<b>New Balance</b>	<b>\$0.00</b>
Payment Past Due	\$0.00
Current Minimum Due	\$0.00
<b>Total Minimum Payment Due</b>	<b>\$0.00</b>
<b>Payment Due Date</b>	<b>05 March 2011</b>

Billing Date	05 February 2011
Account #	0070
Days in Cycle	01
Credit Limits:	
Retail Credit Limit	\$0.00
Retail Available Credit	\$0.00

Military Clothing Credit Limit	\$0.00
Military Clothing Available Credit	\$0.00

### Contact Information

For questions concerning your account, or if you would like information about credit counseling services, call Toll Free 1-877-891-7827 for 24/7 account access visit us online at [www.milexch.com](http://www.milexch.com).

For a CCCS location near you please see "Important Notices" for online information.

To chat online, view, manage and pay your account, online, click on "ECP Exchange Credit Program" and login using your MILITARY STAR® account number.

Keep Top Portion for your records - Send Bottom with Payment - Address changes on back of coupon

Account #	0070
New Balance	\$0.
Total Minimum Payment Due	\$0.
Payment Due Date	05 March 20

Payment amount \_\_\_\_\_

Please make payment to:

**Exchange Credit Program**

Payments in excess of the minimum amount v applied to interest-bearing plans first.

JOSEPH M AMICI

XX  
EXCHANGE CREDIT PROGRAM  
P.O.BOX 78731  
PHOENIX, AZ 85062-8731

006019441200700583700000000000

6



DEPARTMENTS OF THE ARMY & AIR FORCE  
Headquarters Army & Air Force Exchange Service  
Dallas, Texas 75266-0202



FA-T/R-CA

02 MAY 11

JOSEPH M AMICI

E0

Debt Type \*

214  
TOP Account Number  
6,109.73  
Current Balance  
6,109.73  
Minimum Payment Due

Current month transactions for account

DESCRIPTION	AMOUNT
Previous Balance	
New Debt Added	\$ 5,942.36
Personal Payment	\$ .00
TOP Offset	\$ 1.94-
Payroll Deduction	\$ .00
Interest	\$ .00
Administrative Fee	\$ 169.31
Penalty	\$ .00
Refund	\$ .00
Account Adjustment	\$ .00

CURRENT BALANCE

\$ 6,109.73

Minimum Payment Due: \$ 6,109.73

Payment may be made by check or money order made payable to AAFES for the amount due. Please see attached Notice to Customers Making Payment by Check. You may make your payment by mail or at an AAFES exchange only.

CUSTOMER INFORMATION

Interest is charged at an annual rate for a Annual Percentage Rate (APR) for Military Star accounts and the Treasury, Tax and Loan (TTL) rate for all others. This rate is determined by the delinquency date of your account. Penalties are assessed at an annual rate of 6%. An administrative fee of \$25.00 is assessed to each debt to cover the processing and handling costs.

## \* Debt type:

E0 - Military Star  
E3 - Returned Check(s)  
E6 - Rejected Credit Cards or Civil Recovery  
E8 - Insurance or Medical Services

E1 - DPP  
E4 - Travel and Salary Advance  
E7 - Home Layaway Plan  
E9 - Rental Agreements

E2 - Military Clothing  
E5 - Catalog Sales

Please mail your inquiries to:

ARMY AND AIR FORCE EXCHANGE SERVICE  
ATTN: FA-T/R-CA  
P.O. BOX 660056  
Dallas, Texas 75266-0056

Telephone:

Commercial: (214) 312-6014

Toll Free: 1-800-654-4074 (U.S. only)

OR

Mail payments to:

ARMY AND AIR FORCE EXCHANGE SERVICE  
ATTN: FA-T/C  
P.O. BOX 650038  
Dallas, Texas 75265-0038

